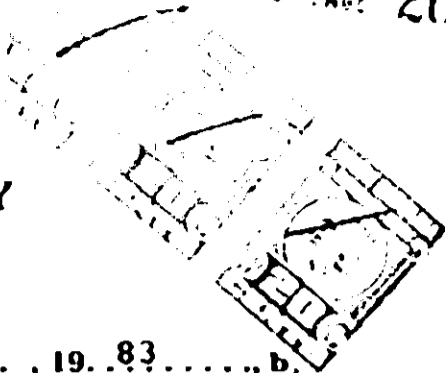


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NOV 18 1983
STATE OF SOUTH CAROLINA
COUNTY OF Greenville



**MORTGAGE
OF
REAL PROPERTY**

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THIS MORTGAGE, executed the ... 8th ... day of November ... 19. 83 ... b,
..... Thomas R. Spearman (hereinafter referred to as "Mortgagor")
to Capital Bank and Trust (hereinafter referred to as "Mortgagee") whose address is
..... Post Office Box 485 ... Piedmont, SC ... 29673

WITNESSETH:

IN CONSIDERATION of the sum of Three Dollars (\$3.00) paid to Mortgagor by Mortgagee and in order to secure the payment of a promissory note including any renewal, extension or modification thereof (hereinafter referred to as the "Note"), dated .. November 8, 1983 .. to Mortgagee for the principal amount of Three Thousand Nine Hundred Sixty Four and 00/100 plus interest thereon and costs of collection, including attorneys' fees, and to further secure all future advances or re-advances that may subsequently be made to Mortgagor by Mortgagee evidenced by the aforesaid Note or any renewal, extension or modification thereof or evidenced by any instrument given in substitution for said Note, Mortgagor has granted, bargained, sold and released to Mortgagee and the successors and assigns of Mortgagee, and by this Mortgage does grant, bargain, sell, and release to Mortgagee and the successors and assigns of Mortgagee, all the following real property (hereinafter referred to as the "Property"):

ALL that certain piece, parcel or lot of land located in the County of Greenville, State of South Carolina lying and being on the eastern side of U.S. Highway N. 20 and being more particularly described according to a plat entitled "Property of Thomas R. Spearman" by Preeland & Associates dated April 13, 1983, as follows:

BEGINNING at an iron pin at the intersection of U.S. Highway No. 20 (U.S. Highway 29) and Bessie Road and running thence with Bessie Road N. 83-58 E. 136 feet to an iron pin; thence S. 11-24 E. 154.4 feet to an iron pin; thence S. 80-05W 135.8 feet to an iron pin on the eastern edge of U.S. Highway No. 20; thence with the eastern edge of U.S. Highway No. 20, N. 11-25 W. 163.4 feet to the point of beginning.
BEING the same property conveyed to the grantor herein by deed of James R. King and Brenda G. King, said deed being dated July 14, 1982, and recorded in the RMC Office for Greenville County in Deed Book 1170 at Page 70.

TOGETHER with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto; all improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto (all of the same being deemed part of the Property and included in any reference thereto):

TO HAVE AND TO HOLD all and singular the Property unto Mortgagee and the heirs, successors or assigns of Mortgagee forever.

MORTGAGOR covenants that Mortgagor is lawfully seized of the Property in fee simple absolute, that Mortgagor has good right and is lawfully authorized to sell, convey or encumber the same, and that the Property is free and clear of all encumbrances except as expressly provided herein. Mortgagor further covenants to warrant and forever defend all and singular the Property unto Mortgagee and the heirs, successors or assigns of Mortgagee from and against Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of Mortgagor and Mortgagee, that if Mortgagor pays or causes to be paid to Mortgagee the debt secured hereby, the estate hereby granted

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